

SECOND REGULAR SESSION

HOUSE BILL NO. 1982

97TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE REHDER.

5325H.011

D. ADAM CRUMBLISS, Chief Clerk

AN ACT

To repeal section 535.300 RSMo, and to enact in lieu thereof three new sections relating to landlord-tenant actions, with penalty provisions.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Section 535.300 RSMo, is repealed and three new sections enacted in lieu thereof, to be known as sections 535.300, 578.148, and 578.149, to read as follows:

535.300. 1. A landlord may not demand or receive a security deposit in excess of [two] **three** months' rent.

2. Within thirty days after the date of termination of the tenancy, the landlord shall:

(1) Return the full amount of the security deposit; or

(2) Furnish to the tenant a written itemized list of the damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit. The landlord shall have complied with this subsection by mailing such statement and any payment to the last known address of the tenant.

3. The landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:

(1) To remedy a tenant's default in the payment of rent due to the landlord, pursuant to the rental agreement;

(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; or

(3) To compensate the landlord for actual damages sustained as a result of the tenant's failure to give adequate notice to terminate the tenancy pursuant to law or the rental agreement; provided that the landlord makes reasonable efforts to mitigate damages.

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

18 4. The landlord shall give the tenant or his representative reasonable notice in writing
19 at his last known address or in person of the date and time when the landlord will inspect the
20 dwelling unit following the termination of the rental agreement to determine the amount of the
21 security deposit to be withheld, and the inspection shall be held at a reasonable time. The tenant
22 shall have the right to be present at the inspection of the dwelling unit at the time and date
23 scheduled by the landlord.

24 5. If the landlord wrongfully withholds all or any portion of the security deposit in
25 violation of this section, the tenant shall recover as damages not more than twice the amount
26 wrongfully withheld.

27 6. Nothing in this section shall be construed to limit the right of the landlord to recover
28 actual damages in excess of the security deposit, or to permit a tenant to apply or deduct any
29 portion of the security deposit at any time in lieu of payment of rent.

30 7. As used in this section, the term "security deposit" means any deposit of money or
31 property, however denominated, which is furnished by a tenant to a landlord to secure the
32 performance of any part of the rental agreement, including damages to the dwelling unit. This
33 term does not include any money or property denominated as a deposit for a pet on the premises.

**578.148. 1. Whoever having obtained the tenancy of residential property he or she
2 is entitled to occupy, intentionally absconds without paying all current and past rent due
3 is guilty of a class A misdemeanor.**

4 **2. A person has a defense to prosecution under subsection 1 of this section if he or
5 she has provided the landlord with a security deposit that equals or exceeds the amount
6 that the person owes the landlord regarding rent and damage to property.**

7 **3. A person has a defense to prosecution under subsection 1 of this section if, within
8 five days after the day he or she vacates the rental premises, he or she pays all current and
9 past rent due or provides to the landlord, in writing, a complete and accurate forwarding
10 address.**

11 **4. If the existence of a defense under subsection 2 or 3 of this section has been
12 placed in issue by the trial evidence, the state shall prove beyond a reasonable doubt that
13 the facts constituting the defense do not exist in order to sustain a finding of guilt under
14 subsection 1 of this section.**

15 **5. Subsection 1 of this section shall not apply to any tenant against whom a civil
16 judgment has been entered for punitive damages because the tenant left the premises with
17 unpaid rent.**

**578.149. 1. A person commits the crime of intentional destruction of rental
2 property if such person knowingly damages rental property of another.**

3 **2. Intentional destruction of rental property with damages less than seven hundred**
4 **fifty dollars is a class B misdemeanor. Intentional destruction of rental property with**
5 **damages of seven hundred fifty dollars or greater is a class D felony.**

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